

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-250**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
FALL PARK TREE BID 2005**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Friday, October 7, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, SW Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex..

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified above.

SPEC. NO. 05-250
FALL PARK TREE BID 2005
PARKS & RECREATION

GENERAL NOTICE: Sealed Proposals for the construction of the above-mentioned project will be received in the office of the Purchasing Agent of the City of Lincoln, Nebraska, 68508, 440 South 8th Street, Suite 200, up to the hour of twelve o'clock (12:00) Noon, Friday, October 7, 2005 at which time they will be publicly opened and read at the "K" Street Complex. Bidders are invited to be present.

INSTRUCTIONS TO BIDDERS: All prospective bidders shall refer to Section II of the General Provisions and Requirements entitled "Proposal Requirements and Conditions" prior to preparation of Proposals.

No bid will be considered unless accompanied by a certified check or bidder's bond in the sum of five percent (5%) of the total amount of the bid, made payable to the order of the City Treasurer, as a guarantee of good faith. Bid bonds must be executed by corporations authorized to contract as security in the State of Nebraska. Such security will be returned to unsuccessful bidders when an award is made and to the successful bidder upon approval by the City of an executed contract and bond.

The following items are a part of the Contract Documents and should be consulted prior to the submittal of any Proposals.

1. The CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION (including General Provisions and Requirements, and Material and Construction Specifications) are on file in the Office of the City Clerk. (Copies may be purchased at the Office of the City Engineer for \$20.00 each.)
2. The PROPOSAL FORMS (including the Bidding Schedule) are included herein.
3. The CONTRACT AGREEMENT FORMS (including the completion date) are included herein.
4. The PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND FORMS are included herein.
5. The PURCHASING AGENT APPOINTMENT AND EXEMPT SALES CERTIFICATE FORM is included herein. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchases of water meters).
6. Any SPECIAL PROVISIONS are included herein.
7. LINCOLN STANDARD SPECIFICATIONS are included herein by reference, including Nos. CHAPTER 31 - LANDSCAPE WORK
8. Others: ANSI Z60-1996, American Standard for Nursery Stock, Section 1-6.

SPEC. NO. 05-250
FALL PARK TREE BID 2005
PARKS & RECREATION

FOR THE CITY OF LINCOLN, NEBRASKA

Honorable Mayor and City Council
City of Lincoln, Nebraska

The undersigned bidder, having become familiar with the local conditions affecting the cost of the work, and having carefully examined the Plans, Special Provisions, Specifications, Proposal Form, the Form of Contract, Form of Bond, Drawings, Exhibits, and Addenda issued and attached to the Contract Documents on file at the Office of the City Engineer, Lincoln, Nebraska, hereby declares that he/she has reached a full and complete understanding of: (1) the extent and character of the Work covered by this Proposal, (2) the location, arrangement and specified requirements of and for the proposed Work and other Work appurtenant thereto, (3) the location, construction, and condition of existing roads, highways, streets, railroads, pavements, pipelines, conduits, cables, sewers, and other facilities and utilities, both surface and underground which may affect or be affected by the proposed Work, (4) the nature and extent of the excavations to be made and the general nature of the materials to be removed therefrom, (5) the location and extent of any trench or other de-watering requirements, (6) local conditions relative to labor, transportation, hauling, and rail and truck delivery facilities and (7) all other factors and conditions affecting, or which may be affected by, the specified Work.

The undersigned bidder proposed to perform everything required to be performed and to provide and furnish all required materials, supplies, tools, equipment, transportation services, plant, and labor required to construct, install, erect and complete all Work stipulated in, required by, and in accordance with the Plans, Specifications, and other Contract Documents, and any and all other instruments or documents authorized, adopted, required, or referred to in or by any of the Contract Documents, as altered, amended, or modified by any and all addenda thereto, for, and in connection with the Work described in the following Bidding Schedule in connection with the project known as:

Spec. No. 05-250 , Fall Park Tree Bid 2005

in and for the City of Lincoln, Nebraska, for the sums set forth in the following Bidding Schedule:

Company Name _____

**SPECIFICATION NO. 05-250
FALL PARK TREE BID 2005
BID OPENING TIME: 12:00 NOON
DATE: FRIDAY, OCTOBER 7, 2005**

BIDDING SCHEDULE

<u>ITEM</u>	<u>REQUEST QTY</u>	<u>TYPE/SIZE</u>	<u>UNIT PRICE</u>	<u>QUANTITY CAN DELIVER</u>	<u>TOTAL PRICE</u>
1. HOLMES LAKE PARK (70th & Normal)					
1.	7	Tilia cordata 'Greenspire', 1½" -1¾" cal, B&B, or Cont. 'Greenspire Linden'	\$_____	_____	\$_____
2.	15	Fraxinus americana 'Autumn Purple', 1½" -1¾", cal., B&B, or Cont. 'Autumn Purple Ash'	\$_____	_____	\$_____
3.	7	Tilia cordata 'Greenspire', 1½" -1¾" cal, B&B, or Cont. 'Swampwhite Oak'	\$_____	_____	\$_____
4.	25	Picea Pungens, 5' B&B, or Cont. 'Colorado Green Spruce'	\$_____	_____	\$_____
5.	15	Taxodium distichum 'Shawnee Brave', 1½" -1¾", cal., B&B, or Cont	\$_____	_____	\$_____
6.	14	Ulmus x Patriot, 1½" -1¾" cal, B&B, or Cont. 'Patriot Elm'	\$_____	_____	\$_____
7.	15	Celtis occidentalis , 5' B&B, or Cont. 'Hackberry'	\$_____	_____	\$_____
8.	15	Quercus macrocarpa 'Bur Oak', 1½" -1¾", cal., B&B, or Cont. 'Bur Oak'	\$_____	_____	\$_____
9.	7	Quercus bicolor, 1½" -1¾" cal, B&B, or Cont. 'Swampwhite Oak'	\$_____	_____	\$_____
10.	9	Catalpa speciosa, 5' B&B, or Cont. 'Northern Catalpa'	\$_____	_____	\$_____
11.	11	Gymnocladus dioicus, 1½" -1¾" cal, B&B, or Cont. 'Kentucky Coffeetree'	\$_____	_____	\$_____
Holmes Lake Park Subtotal					\$_____

Company Name _____

REQUEST				QUANTITY	
ITEM	QTY	TYPE/SIZE	UNIT PRICE	CAN DELIVER	TOTAL PRICE
2. LEIGHTON AVENUE/HUNTINGTON AVENUE(44 th to 33 rd Streets)					
1.	2000	Narcissus 'Brackenhurst Daffodil' Brackenhurst Daffodil	\$_____	_____	\$_____
Note: Install includes turf removal & soil preparation					
Leighton Avenue/Huntington Avenue Subtotal					\$_____
3. TOUZALIN AVENUE (Adams Street to Havelock Avenue)					
1.	9	Taxodium distichum, 1½" -1¾" cal, B&B, or Cont. 'Baldcypress'	\$_____	_____	\$_____
2.	6	Gymnocladus dioicus, 1½" -1¾" cal, B&B, or Cont. 'Kentucky Coffeetree'	\$_____	_____	\$_____
3.	6	Acer rubrum 'Autumn Blaze', 1½" -1¾" cal, B&B, or Cont. 'Autumn Blaze Maple'	\$_____	_____	\$_____
Touzalin Avenue Subtotal					\$_____
4. GOVERNMENT SQUARE PARK (10 th & "O" Streets)					
1.	2000	Narcissus 'Brackenhurst' Brackenhurst Daffodil	\$_____	_____	\$_____
2.	2000	Narcissus 'Barrett Browning' Barrett Browning Daffodil	\$_____	_____	\$_____
3.	4	Cercis Canadensis, 1½" -1¾" cal, B&B, or Cont. 'Eastern Redbud' (Single Stem)	\$_____	_____	\$_____
4.	5	Malus Adirondack, 1½" -1¾" B&B, or Cont. 'Adirondack Crabapple'	\$_____	_____	\$_____
5.	1	Quercus muehlenbergii, 1 ½ -1¾" cal, B&B, or Cont. 'Chinkapin Oak'	\$_____	_____	\$_____
Government Square Park Subtotal					\$_____
5. BRETA PARK (19 th & "A" Streets)					
1.	1200	Narcissus 'Pimpernel' Pimpernel Daffodil Note: Install includes turf removal & soil preparation	\$_____	_____	\$_____
2.	3	Cercis canadensis, 1½" -1¾" cal, B&B, or Cont. 'Eastern Redbud' (Single Stem)	\$_____	_____	\$_____
Breta Park Subtotal					\$_____

Company Name _____

REQUEST				QUANTITY	
ITEM	QTY	TYPE/SIZE	UNIT PRICE	CAN DELIVER	TOTAL PRICE
6. SCHLEICH PARK (34 th & Ridge Park Road)					
1.	1	Acer griseum, 1 ½ -1¾" cal, B&B, or Cont. 'Paperbark Maple'	\$_____	_____	\$_____
Schleich Park Subtotal					\$_____
7. BRADFIELD DRIVE (5501 N.W. 12 th Street]					
1.	1	Acer tataricum, 1 ½ -1¾" cal, B&B, or Cont. 'Tatarian Maple'	\$_____	_____	\$_____
Bradfield Drive Subtotal					\$_____
8. WOODS PARK (1 st & Charleston)					
1.	3	Fraxinus americana 'Autumn Purple', 1½" -1¾", cal., B&B, or Cont. 'Autumn Purple Ash'	\$_____	_____	\$_____
2.	7	Picea Pungens, 5' B&B, or Cont. 'Colorado Green Spruce'	\$_____	_____	\$_____
3.	6	Picea Pungens 'Glauca', 5' B & B, or Cont. Colorado Blue Spruce	\$_____	_____	\$_____
4.	7	Malus 'Prairifire'1½" -1¾" cal, B&B, or Cont. 'Prairifire Crabapple'	\$_____	_____	\$_____
Woods Park, Subtotal					\$_____
9. 3 RD & "A" STREETS (West side "A"to "F")					
1.	12	Acer tataricum, 1 ½ -1¾" cal, B&B, or Cont. 'Tatarian Maple'	\$_____	_____	\$_____
3 rd & A Street Subtotal					\$_____
10. ROCK ISLAND TRAIL ("A" Street to South Street)					
1.	5	Fraxinus americana 'Autumn Purple', 1½" -1¾", cal., B&B, or Cont. 'Autumn Purple Ash'	\$_____	_____	\$_____
2.	5	Quercus rubra, 1½" -1¾", cal., B&B, or Cont. 'Red Oak'	\$_____	_____	\$_____
Rock Island Subtotal					\$_____

Company Name _____

REQUEST			UNIT PRICE	QUANTITY CAN DELIVER	TOTAL PRICE
ITEM	QTY	TYPE/SIZE			
11. CODDINGTON PARK (1400 S. Coddington)					
1.	7	Picea Pungens, 5' B&B, or Cont. 'Colorado Green Spruce'	\$_____	_____	\$_____
2.	6	Concolor Fir, 5' B&B, or Cont. 'White Fir'	\$_____	_____	\$_____
Coddington Park Subtotal					\$_____
12. SALT CREEK LEVEE TRAIL (Salt Creek Levee & Superior Street)					
1.	14	Juniperus virginiana, 3' B&B, or Cont. 'Eastern Red Cedar'	\$_____	_____	\$_____
2.	18	Prunus americana, no. 2 cont. B&B, or Cont. 'American Wild Plum'	\$_____	_____	\$_____
3.	14	Rhus glabra laciniata' B&B, or Cont. 'Colorado Green Spruce'	\$_____	_____	\$_____
Salt Creek Levee Subtotal					\$_____
13. MAHONEY PARK (70 th & Fremont)					
1.	7	Picea Pungens, 5' B&B, or Cont. 'Colorado Green Spruce'	\$_____	_____	\$_____
2.	1	Acer griseum, 1 ½ -1¾" cal, B&B, or Cont. 'Paperbark Maple'	\$_____	_____	\$_____
3.	5	Fraxinus Pennsylvanica 'Cimmaron", 1 1/2"- 1 3/4", cal, B&B, or Cont. 'Cimmaron Ash'	\$_____	_____	\$_____
Mahoney Park Subtotal					\$_____

COMPANY NAME _____

**PROPOSAL
SPECIFICATION No. 05-250
FALL PARK TREE SERVICES
2005**

BIDDING SUMMARY (FROM ATTACHED BIDDING SCHEDULE)

<u>PARK</u>	<u>PARK TREE TOTAL BID</u>
Holmes Lake Park	\$ _____
Leighton Avenue/Huntington Ave. (44 th to 33 rd St.)	\$ _____
Touzalin Avenue	\$ _____
Government Square Park	\$ _____
Breta Park (19 th & A St.)	\$ _____
Schleich Park (34 th & Ridge Park Road)	\$ _____
Bradfield Drive (5501 NW 12 th St.)	\$ _____
Woods Park (1 st & Charleston)	\$ _____
3 rd & A Streets (West Side A to F St.)	\$ _____
Rock Island Trail (A Street to South St.)	\$ _____
Coddington Park (1400 S. Coddington)	\$ _____
Salt Creek Levee Trail (Salt Creek Levee & Superior St.)	\$ _____
Mahoney Park (70 th & Fremont)	\$ _____
Total Park Tree Amount	\$ _____

Bid security REQUIRED: Yes 5% of Bid OR \$500.00, which ever is greater
100% Performance Bond Required 14 days after award of this Bid

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-250**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.lincoln.ne.gov> Keyword: Bid

All bidders must submit a completed bid PROPOSAL vendor questionnaire and any other required information in order to be considered for award of contract for specified materials and/or services.

VENDOR SUPPLEMENTAL QUESTIONNAIRE

The following information must be submitted with the bid proposal and will be considered when bids are evaluated.

1. Company name, address, name and phone number of contact person:

2. Names, employment status and number of personnel who will be used to plant trees:

Employment Status
(Permanent Full-Time/Part-Time)

Person

How Long Employed

- 3. List significant tree planting projects done in the past 5 years and references who can be contacted regarding such projects:**

<u>Project</u>	<u>Approximate # of Trees Planted</u>	<u>Contact</u>	<u>Phone #</u>
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- 4. Equipment to be used to transport, deliver and/or plant trees:**

- 5. How will watering of trees be done at time of planting (equipment and method used, water source, etc.):**

SPECIAL PROVISIONS & REGULATIONS

1. SCOPE

- A. The City of Lincoln is soliciting bids from certified and qualified nursery growers, nurseries and/or landscape contractors for the following: **to furnish, deliver and plant** specified types, sizes and quantities of either **container**, and/or **balled and burlapped** tree nursery stock. **Plant material grown in appropriately sized containers may be substituted for balled and burlapped (B&B) Street Trees and /or Park Trees.**
- B. **Bid** is to include cost of trees, delivery, labor and materials to plant them on public property at numerous locations in the City of Lincoln.
- C. All trees shall be furnished, delivered and planted after October 15, 2005 and no later than December 1, 2005.
- D. The City of Lincoln reserves the right to award separate contracts by park trees, or any combination thereof, or to award one contract for the complete project.
- E. In determining the low responsible bid(s), consideration may be given to ability, capacity, efficiency, integrity and skill of the bidder to comply with the specifications and perform the work required by the contractor, as determined from the quality of the bidder's performance of previous work.
- F. The personnel must be qualified, trained and experienced in planting landscape plants and must be either full-time and/or part-time seasonal employees of the nursery contractor. The names of personnel to be involved with the tree planting project and how long they have been employed must be listed on the vendor supplemental questionnaire that is to be submitted with the bid proposal. In addition a listing of prior significant landscape construction projects and references must also be provided. Failure to provide such information shall be reason to reject bids submitted. Under no circumstances will temporary day labor be allowed to plant trees.

2. TERMS OF AGREEMENT

- A. **STANDARD SPECIFICATIONS:** Sections of the City of Lincoln, Nebraska, Standard Specifications for Municipal Construction including General Provisions and Requirements, and the attached specification for landscape materials and construction which supersedes Chapter 31 of the Standard Specifications apply to this contract.
- B. It is the intent of the City of Lincoln to implement a Fall 2005 agreement with the successful bidder or bidders.

- C. The duration of the resulting agreement will be from the time the successful bidder(s) signs a contract with the City of Lincoln until the time when all contract obligations have been completely and satisfactorily fulfilled.
- D. Bid prices in response to this solicitation will be firm for the full term of the contract agreement.
- E. The City of Lincoln shall have the right to increase or decrease specified plant material quantities by fifteen percent (15%) prior to the date of delivery with no change in bid unit prices.
- F. The Contractor shall be responsible for transportation and installation of wood chips. Mulch shall be applied upon completion of watering and shall cover all disturbed earth.
- G. Should the Contractor not be able to deliver, install and service the requested material within the time specified, the city reserves the right to purchase materials and services on the open market.
- H. Tree guards shall be installed on all deciduous trees. The guards shall be plastic and will be provided by the City.

3. PROVISIONS

Bare root material shall not be used nor accepted for any part of this contract.

An anti-transpirant may be required to be applied by the contractor on plant materials that are selected by the City to reduce transplanting stress and/or mortality. The anti-transpirant shall be an emulsion that provides a protective film over the plants foliar surfaces and is not toxic to any of the plant materials in this contract, furthermore, this product shall be manufactured specifically for such horticultural applications.

ADDITIONAL INFORMATION

For additional information concerning the specifications or services required for this bid, interested parties may contact Lincoln Parks & Recreation Department at 441-8248. For information concerning bid procedures and regulations (i.e. deadline date to submit bid, forms required, etc.) interested parties may contact Tom Kopplin, City of Lincoln, Assistant Purchasing Agent, at 441-7414.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPEC. NO. 05-250
FALL PARK TREE BID 2005
FALL 2005
FOR
CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____
day of _____, 2005 _____ by and between _____

hereinafter called the Contractor and City of Lincoln, Nebraska, a municipal corporation, hereinafter call the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

_____ Spec. # 05-250 Parks and Recreation Fall Park Tree Bid _____; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law, has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisements, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for the said Work for the sum or sums named in the Contractor's Proposal, copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

CONTRACT AGREEMENT

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete Work; provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the City's official award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or park thereto, as follows:

The City agrees to pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all Work covered by and included in the Contract award and designated above, payment there of to be made in the manner provided in the General Provisions and Requirements:

\$ _____

COMPLETION DATE - The Contractor agree that the Work in this Contract shall begin after October 15, 2005. The completion date shall be no later than **December 1, 2005.**

GUARANTEE - The Contractor agrees that the performance bond in the full amount of the contract shall remain in full force and effect during the guarantee period as stated in Section IX, Paragraph A of the General Provisions and Requirements.

CONTRACT DOCUMENTS - The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Standard Specifications for Municipal Construction
2. Proposal Forms
3. Contract Agreement Forms
4. Commentary to Accompany Construction Bonds
5. Construction Performance Bonds
6. Construction Payment Bond
7. Special Provisions
8. Lincoln Standard Plans
9. Plan and Profile Detail Sheets
- I I 10. This Project is not tax exempt
- IXI 11. This Project is tax exempt and forms will be provided on award of bid.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary (SEAL)

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond

Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln

555 South 10th St.

Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)

AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, _____, do hereby certify that all equipment to be used on City Project/Specification No. _____, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this ____ day of _____, 200__.

By: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On _____, 200__, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

(S E A L)

CONTRACT AGREEMENT



Nebraska Resale or Exempt Sale Certificate

FORM

13

for Sales Tax Exemption
• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address		
City Lincoln	State NE	Zip Code 68508	City	State	Zip Code
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by purchaser.					

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:
Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of _____
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of _____
Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number _____ State _____

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05 -

If exemption category 5 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases of Contractor Labor for Resale:

☐ As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01-

3. Purchases Made Under Purchasing Agent Appointment:

☐ Pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an **attached** purchasing agent appointment. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. The Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes.

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement as to whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 5 is the basis for exemption, you must complete the information requested in Section B.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

Purchases that are NOT exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of repair parts for agricultural machinery and equipment cannot accept a Form 13 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.



Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

FORM
17

PURCHASING AGENT APPOINTMENT

Name and Address of Prime Contractor	Name and Address of Governmental Unit or Exempt Organization
Name	Name
Street or Other Mailing Address	Street or Other Mailing Address
City State Zip Code	City State Zip Code
Name and Location of Project	Appointment Information
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City State Zip Code	Nebraska Exemption Number (Exempt Organizations Only)
Identify Project	

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here**

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY

Name and Address of Subcontractor	Delegation Information
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City State Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here**

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization exempt from sales and use tax may appoint as its agent a prime contractor to purchase materials that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor **BEFORE** his or her portion of the construction project begins. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental entity or exempt organization directly or through its contractor pays for the materials. Governmental entities or exempt

organizations cannot transfer their exempt status to a contractor or developer who is required to purchase and pay for the materials that are used in the construction of the improvements.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** his or her portion of the construction project begins. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. The canary copy will be retained by the governmental unit or exempt organization, and the white copy will be retained by the prime contractor. Copies of this form must be reproduced by the prime contractor for delegation purposes.

PRIME CONTRACTOR — White Copy

GOVERNMENTAL UNIT OR EXEMPT ORGANIZATION — Canary Copy

6-139-70 Rev. 6-98
Supersedes 6-139-70 Rev. 5-97

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

EXEMPT SALE CERTIFICATE. A contractor who has been appointed purchasing agent by a governmental unit or exempt organization, and hires a subcontractor operating under option 1, must provide to that subcontractor a completed copy of Form 17 and a completed Nebraska Resale or Exempt Sale Certificate, Form 13, Section B. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to real estate pursuant to exempt construction project. If these forms are not provided to the subcontractor operating under option 1, the subcontractor must collect and remit sales tax on the materials portion of the invoice.

Contractors operating under option 2 who maintain a tax-paid inventory with no sales tax charged on customer invoices and have been issued a Form 17 from a governmental unit or an exempt organization must furnish each vendor a copy of Form 17 and a completed Form 13 when purchasing materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

All purchases of materials that will be annexed into real estate must be billed to the governmental unit or exempt organization in care of the prime contractor as purchasing agent, or his or her authorized subcontractor, who will pay vendors for such purchases excluding sales and use tax.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty; and may be found guilty of a misdemeanor.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the appointment date or after the expiration date. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current consumer's use tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

DELEGATION INFORMATION. Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Reproductions of the delegation must be provided to the subcontractor who must retain a copy for his or her records, and to the governmental unit or exempt organization.

AUTHORIZED SIGNATURE. The Purchasing Agent Appointment must be signed by an officer of the exempt organization or proper government official. The Delegation of Prime Contractor's Authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.